

**COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

PAUL SCHMIDT, P.R. OF ESTATE OF ROYSTER,

Appellant,

v.

JEFFREY R. RADLIFF,

Respondent.

APPELLANT'S BRIEF

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I. INTRODUCTION

This case involves the interplay between a general survivorship provision in a couples' wills, which applies to all potential beneficiaries, and specific survivorship provision in the couples' community property agreement, which applies only to the husband and wife. The trial court found that the four-month survivorship requirement in the wills controlled over the thirty-day survivorship requirement in the community property agreement. Under this interpretation, the husband did not survive long enough for subject property to vest in him. The personal representative of the husband's estate hereby appeals from the trial court's decision.

II. ASSIGNMENTS OF ERROR

The trial court erred by ruling that the four-month survivorship provision in Eileen Royster's prior Will, which applied generally to all potential beneficiaries, controlled over the thirty-day survivorship provision in the subsequent

community property agreement, which applied specifically to her husband, Herbert Royster. Based on this erroneous ruling, the trial court ruled Eileen's estate must be devised to her son, as the beneficiary of Eileen's Will, rather than to her husband, pursuant to the terms of the community property agreement. Moreover, the trial court erred by ordering the Estate of Herbert Royster, Jr. to pay attorney's fees and costs to Eileen's son, Jeffrey Radliff.

III. ISSUES PERTAINING TO ASSIGNMENT OF ERROR

This appeal presents the Court with three issues.

1. **Ambiguity?** The rules of contract interpretation seek to avoid finding an ambiguity, if possible, and seek to give meaning to all the terms of a contract. Here, a proper application of the rules of contract interpretation does not yield a finding of ambiguity, and the trial court's decision renders

meaningless an express provision of the contract. Did the trial court commit legal error in its interpretation of the contract?

2. **Substantial Evidence?** Even if the Court were to agree that there is an ambiguity, the Court would still need to find that it was “highly probable” that both Eileen and Herbert Royster were mutually mistaken about the effect of their community property agreement, and they both intended for the four-month survivorship provisions in their wills to control. But the petitioner presented no evidence, and the trial court made no factual finding, regarding Herbert’s intent. Without this finding, is there substantial evidence showing that it was “highly probable” that both Eileen and Herbert were mutually mistaken about the required duration of survivorship?

3. **Attorney’s Fees?** RCW 11.96A.150 grants the courts broad discretion to award fees and costs in TEDRA actions. The trial court exercised its discretion and, based on its decision, awarded attorney’s fees and costs to the respondent. If that decision is reversed, should the Court of Appeals award

attorney's fees to the appellant, strike the trial court's award in favor of the respondent, and order the trial court to consider a request for attorney's fees and costs by the appellant?

IV. STATEMENT OF THE CASE

The Respondent, Jeffrey Radliff, filed a TEDRA Petition, challenging the proposed distribution by the Appellant, Paul Schmidt, of the estate of the decedent, Herbert Royster.

Jeffrey Radliff is the surviving son of Eileen Royster. (CP 62). Mrs. Royster died testate on July 15, 2019. (CP 62). At the time of her death, Mrs. Royster was married to Herbert Royster. (CP 63). Herbert and Eileen had executed a community property agreement ("CPA") one year earlier, on April 10, 2018. (CP 63). Herbert died on September 28, 2019, which is seventy-five days after his wife died.(CP 63)

In November 2019, Appellant Paul Schmidt petitioned the Clark County Superior Court to probate Herbert's Last Will and Testament, which he executed after Eileen had passed

away. (CP 63). The court admitted Herbert's Will to probate and appointed Schmidt to serve as the Personal Representative. (CP 63). Herbert's Will named more than thirty heirs/devisees; Jeffrey was not one of them. (CP 63-64).

Before they had moved to Washington together, Eileen and Herbert were residents of Oregon. (CP 288). While in Oregon, Eileen had executed a Will that named Herbert as the sole beneficiary of the residue of her estate, if he survived her, and it named her son Jeffrey Radliff as her sole beneficiary if Herbert did not survive her. Eileen's Will also named multiple contingent beneficiaries, including her sister, her brother, her sister's children, and the Hood River Valley Church of Hood River, Oregon. (CP 6-9).

Eileen's Will contained the following survivorship provision:

If any beneficiary named or described in this Will dies within four (4) months after my death, all the provisions in this Will for the benefit of such deceased beneficiary shall lapse, and this Will

shall be construed as though he or she predeceased me. (CP 8).

Eileen's Will further provided that it would be governed by the laws then in effect in the State of Oregon, which is not a community-property state. Eileen executed her Will on June 28, 2010. (CP 9).

Herbert also executed a Will that same day. Herbert's Will named multiple beneficiaries and contingent beneficiaries, as well, including his wife Eileen, his stepson Jeffrey Radliff, his daughter-in-law, his daughter-in-law's daughter, and the "Shriner's Childrens [sic] Hospital of Portland, Oregon." (CP 261-64).

Herbert's Will contained the same survivorship provision as Eileen's Will:

If any beneficiary named or described in this Will dies within four (4) months after my death, all the provisions in this Will for the benefit of such deceased beneficiary shall lapse, and this Will shall be construed as though he or she predeceased me. (CP 263).

At some point after they had executed the Wills described above, Herbert and Eileen relocated to Washington. (CP 289). Thereafter, they met with an estate planning attorney, Loren Joner. After discussions with Mr. Joner, Herbert and Eileen executed three documents.

Herbert executed a codicil to his June 2010 Will. In it, he changed a bequest to the daughter of his daughter-in-law. He also changed some of the provisions regarding the contingent beneficiaries. Finally, Herbert called for his Will to be carried out under Washington law. In all other respects, he reaffirmed his June 2010 Will. (CP 282-84).

Eileen also executed a codicil to her June 2010 Will. The only change made in her codicil was to supplant Oregon law with Washington law. Otherwise, she reaffirmed her June 2010 Will. (CP 11-12).

Finally, Herbert and Eileen executed a three-pronged community property agreement (the “CPA”). (CP 13-14). The CPA applied to all community property now or thereafter

acquired by Herbert and Eileen. It also provided that any separate property “now owned or hereinafter acquired shall become and be considered community property and shall remain so upon the death of the party owning said property.” All community property was referred to as the “subject property.” As for vesting, Herbert and Eileen agreed that “[u]pon the death of either Husband or Wife, all of the subject property shall vest in the surviving spouse.” The CPA also had a provision regarding survivorship, which stated in full:

As used herein, the term “survivor,” “survive,” or “survivorship” shall mean living for a period of thirty (30) days following the death of the first of the Husband and Wife to die. (CP 14).

Herbert and Eileen executed the CPA and the codicils to their respective Wills on the same day, April 10, 2018. Mr. Joner was deposed about his recollections of his work for the Roysters, and his deposition was admitted into evidence. (CP 105-173).

Mr. Joner was asked at his deposition about the survivorship provisions in the Wills and in the CPA. Mr. Joner testified he was aware of the discrepancy between the two.

Q When you went through this paperwork, did you – you say it's sort of your practice to go paragraph by paragraph, if not line by line. In doing that, did you notice any discrepancy between the survivorship clause in the community property agreement and the actual will?

A Did I notice that there was a discrep--- discrepancy?

Q Correct.

A I noticed that, in the community property agreement, there was a 30-day survivorship, as per the husband and the wife; and then, in the will, there was a four-month for beneficiaries. (CP 129).

Mr. Joner further testified that he was “very confident” that he discussed this discrepancy with Mr. and Mrs. Royster.

Q And did you notice [the discrepancy] on the date of execution when you went through the paperwork with your clients?

A I don't recollect when I noticed it, but it would have likely been during the time that I was actually drafting documents.

Q When you noticed that discrepancy, did you bring that up to the clients?

A I have no specific recollection of the exact conversation, but I would be very confident that, during our review of it, we discussed that provision. (CP 129).

Mr. Joner further testified that his customary practice was to explain to couples that they could have a 30-day survivorship provision in their CPA that applied only to them and, at the same time, have a longer survivorship provision in their Wills that would apply to all other beneficiaries.

Q And the fact that you made no changes to address this discrepancy, does that tell you anything with regards to the decisions made by your clients with regard to the discrepancy?

A I can deduct and make a conclusion that after we discussed it that they wanted to keep it at 30 days for the community property agreement and four months on the will.

Q And what causes you to make that deduction?

A Because the community property agreement stayed at 30 days and the revision -- the codicil to the will stayed at four months. (CP 131).

With respect to the interplay between their CPA and their wills, Mr. Joner testified his standard practice was to tell married couples that the CPA “trumped” their wills.

Q And so, when you had this conversation with the Roysters about the discrepancy between the will and the community property agreement -- and my understanding from your prior testimony is you would have said to them, "The community property is going to trump your will" and you asserted that that might be why there was no need to modify the documents because you told them the community property is going to trump whatever the will says. Is that accurate?

A I -- I don't recall that specific conversation with them, but your retelling of what my standard practices would be is correct. (CP 138).

Mr. Joner reaffirmed in his deposition that his “general protocol” includes discussing the survivorship provisions in a married couple’s CPA and the survivorship provisions in their wills.

Q So the difference in survivorship provisions with respect to the Roysters' Oregon will and the community property agreement that you drafted, is that unique or not unique?

A It is not unique.

Q Would it be your practice -- and I realize that you testified before that you can't recall the details of conversation with the Roysters, but would your general protocol had included a discussion of survivorship provisions in will and survivorship provisions in the community property agreement?

A Yes, without saying that I remember specifically what the words were in the conversation with the Roysters, it is an essential matter of conversation when I'm talking with people about updating or creating estate planning documents.

Q It's just part of your general protocol.

A That is correct. (CP 158).

Finally, Mr. Joner confirmed that—based on his experience with the Roysters—the CPA represented their intent.

Q And again, are you confident that the community property agreement as executed by

the Roysters in April of 2018 unequivocally represents their intent?

A Yes. (CP 160).

In his Second Amended TEDRA Petition, Jeffrey claimed that the four-month survivorship provision in the Roysters' Wills trumped the 30-day survivorship provision in the CPA. If this were true, then Herbert would not inherit from Eileen and, instead, the entirety of her estate would pass through her estate to her son, Jeffrey. Appellant Schmidt, as the P.R. of Herbert's estate, took the opposite position. The case was tried, without live testimony, to Judge Nancy Retsinas.

In support of his petition, Jeffrey argued that there was an ambiguity as to whether Eileen intended the 30-day survivorship provision in the CPA or the four-month survivorship provision in her Will to apply after her passing. To prove Eileen's intent, Jeffrey relied on the Wills and the codicils, the declaration of Eileen's sister, Jeanne Benjamin, his

own deposition testimony, and a few emails Herbert had sent to Jeffrey.

As for Mrs. Benjamin, she declared that she and Eileen “regularly discussed what Eileen wanted to happen to her property after she passed.” Based on these discussions, Jeanne declared: “On this, Eileen was adamant that her beloved son, Jeffrey Radliff (whom I refer to as Jeff), receive what she worked her entire life in the healthcare profession to build.” Similarly, according to Mrs. Benjamin, “Eileen was also clear that she wanted Jeff and his family to have her personal property after she passed away.” (CP 254).

Mrs. Benjamin also speculated about what Eileen would have wanted to happen if Herbert did not survive her for very long. “But based on my lifelong friendship with Eileen and our many conversations on these topics, I am confident that if Herbert died at or near the time Eileen passed away, she would want at least a portion--if not the entirety--of her property to pass to Jeff.” (CP 255). This opinion, of course, contradicts

Mrs. Benjamin's earlier statement that Eileen wanted everything to go to her son, Jeffrey.

Mrs. Benjamin then doubled down on her speculation:

Based upon my understanding of the differences with the survivorship clause between the Will and the later-prepared Community Property Agreement, I believe the Will accurately reflects Eileen's wishes and intent. Eileen would want the Court to enforce her estate planning documents in a manner that provided for her son Jeff, whom she dearly loved and wished to ensure would benefit from what she worked so long to build. Eileen expressed to me numerous times that she wanted to provide for Jeff after her passing, and the Will reflects this intent as explained to me by Eileen. (CP 256).

As for Jeffrey Radliff's deposition testimony, he testified that he had an "opinion" about which survivorship provision his mother intended to control, and that Herbert and Eileen had told him that he would be their heir after they both passed away.

Q. Let's ask it a different way. If you were called at trial in this case, do you think that you could offer relevant testimony to determining how the conflict between the survivorship clause in your mother's will and the community property agreement should be decided?

A. I could give an opinion.

Q. Could you testify to facts that might speak to what your mom and Bert wanted to happen to their estates after they passed away?

A. I could state what was talked about between-- between us as far as they were telling me what was to happen.

Q. What was to happen when they passed away?

A. That I was the heir.

Q. Okay. And that testimony would be from your personal knowledge of the facts; is that correct?

A. Yes.¹ (CP 270-71).

Finally, Jeffrey introduced the exhibits to his deposition transcript, which included one email that was sent by Herbert to Jeffrey on April 12, 2018, two days after Herbert and Eileen had executed their CPA. In the email, Herbert wrote, *inter alia*: “Hi, on Tuesday we got our new wills, ‘survivors’ community property documents and Living Wills all signed off at an attorney.” (CP 279).

¹ Schmidt objected to the admission of this testimony into evidence because it is barred by Washington’s “Deadman Statute,” RCW 5.60.030. The trial court overruled this objection.

On March 11, 2022, the trial court held a hearing during which it considered the documents and oral argument submitted by both sides. No live testimony was offered by either side. Six weeks later, on April 20, 2022, the court held another hearing to announce its decision.

At that hearing, the trial court ruled there was an ambiguity and that the extrinsic evidence showed the Eileen wanted her son Jeffrey to inherit from her should Herbert not survive her by at least four months. The trial court's oral ruling, however, does not shed much light on why the trial court found an ambiguity or why it resolved the ambiguity in favor of Jeffrey.

First, the trial court discounted the testimony of the attorney, Loren Joner, indicating "there is a weight issue with regard to his testimony given that he didn't have an independent recollection nor did he have any notes." (RP Vol. 2, p. 7).

Thereafter, the trial court stated:

We don't have any direct evidence with regard to whether the conversation took place as to the difference between a four-month provision in the will and the 30-day provision in the CPA. I believe that creates an ambiguity on its face. (Id. at pp. 7-8).

The trial court then offered this reasoning for why it granted Jeffrey's petition.

So that's -- there's quite a number of other items of evidence, but that's really where it pins for me in terms of the direction I was going or I am going with this. Very complex. Well, we have Ping-Pong. These are the kind of cases where there's a Ping-Pong. If you go one direction, then it goes the other way. So you can go either -- just depends on the direction of the ambiguity, whether ambiguity exists.

So in looking at that, I do find there's an ambiguity. I do find that the will controls, the will of Eileen Royster does control; that Herbert did not survive Eileen for a period of time sufficient to inherit under Eileen's will. (Id. at p. 8).

The trial court did not enter formal Findings of Fact and Conclusions of Law. Instead, on May 11, 2022, the trial court entered an "Order on Second Amended TEDRA Petition and Motions to Strike." In its order, the trial court found that there

was a conflict between the two survivorship provisions, which resulted in a “patent ambiguity.” The Court then wrote:

Construing Eileen’s Will together with the CPA, and considering the extrinsic evidence offered in connection of the Petition, it is clear Eileen intended the survivorship provision in Eileen’s Will to control over the survivorship provision of the CPA. (CP 438).

Finally, the trial court’s order states: “The Court incorporates its oral ruling issued on April 20, 2022 into this Order.” (CP 439).

On behalf of the Estate of Herbert Royster, Jr., Schmidt hereby appeals from the trial court’s order granting Jeffrey’s TEDRA petition. For the reasons set forth below, Schmidt respectfully requests that this Court reverse the trial court ruling, strike the award of attorney’s fees and costs to Jeffrey, order the trial court to consider a request for attorney’s fees by Schmidt, and direct it to enter judgment in favor of Schmidt. Schmidt also asks for an award of attorney’s fees and costs on this appeal.

V. ARGUMENT

A. Standard of Review

There are two standards of review that may apply to this appeal. If the Court agrees with Schmidt that the CPA was not ambiguous, then the standard of review is *de novo*.

We review a trial court's decision following a bench trial by asking whether substantial evidence supports the trial court's findings of fact and whether those findings support the trial court's conclusions of law. Substantial evidence is the quantum of evidence sufficient to persuade a rational, fair-minded person the premise is true. The application of the law to the facts is a question of law that this court reviews *de novo*. Therefore, we review the trial court's conclusions of law pertaining to contract interpretation *de novo*.²

On the other hand, if the Court were to find there is an ambiguity that requires a review of the extrinsic evidence, then the substantial evidence standard of review would apply. As explained below, however, because Jeffrey needed to prove

² *Viking Bank v. Firgrove Commons 3, LLC*, 183 Wn. App. 706, 712, 334 P.3d 116 (2014) (citations omitted).

mutual mistake by clear, cogent and convincing evidence, his evidence is subjected to a heightened standard of review.

The Supreme Court dealt with a very similar issue in *In re Marriage of Schweitzer*.³ In that case, the courts were also called upon to determine whether the terms of a community property agreement prevailed over extrinsic evidence introduced to show that the agreement did not reflect the parties' intent. The trial court had found the extrinsic evidence proved a mutual mistake, but it was reversed by the Court of Appeals and the Supreme Court. As for the standard of review to be applied to the evidence of mutual mistake, the Supreme Court stated:

Appellate review of a trial court's findings of fact is generally limited to determining whether substantial evidence supports the findings. However, substantial evidence must be "highly probable" where the standard of proof in the trial court is clear, cogent, and convincing evidence. "Courts of equity do not grant the high remedy of reformation upon a probability, nor even upon a

³ 132 Wn.2d 318, 937 P.2d 1062 (1997).

mere preponderance of evidence, but only upon a certainty of the error.”⁴

Thus, the first question the court must address is whether a four-month survivorship provision that applied *all potential beneficiaries* in the Roysters’ prior Wills created an ambiguity in their subsequent CPA, which contained a thirty-day survivorship provision that applied *only to the husband and the wife*. This is a question of law that should be reviewed *de novo*.

If, and only if, the Court finds an ambiguity should the court resort to parol evidence to decide whether the Roysters were mutually mistaken about which survivorship provision would apply between the two of them. And “the party asserting mutual mistake must prove by ‘clear, cogent, and convincing evidence’ that both parties were mistaken.”⁵ Thus, if the Court were to find an ambiguity, it should then review Jeffrey’s evidence to determine whether it was “highly probable” that

⁴ Id. at 330 (citations omitted).

⁵ Id. at 328 (citing *Bergstrom v. Olson*, 39 Wn.2d 536, 543, 236 P.2d 1052 (1951)).

both *Herbert Royster and Eileen Royster* were mutually mistaken about how long one must survive the other for the property to vest under the CPA.

B. Community Property Agreements Are Favored Under Washington Law

The nature and effect of community property agreements were succinctly summarized by the Supreme Court in *In re Wittman's Estate*.

The community property agreement statute, RCW 26.16.120, enables husbands and wives to enter into community property agreements concerning the status and disposition of their property to take effect upon the death of either. *In re Brown's Estate*, 29 Wash.2d 20, 185 P.2d 125, held that such enforceable contracts are not wills and are not governed by the laws relating to wills. They are completely executed when one of the parties to the recorded contract dies. Title to the community property, thereupon, vests as the sole and separate property of the survivor. Unless such a recorded contract is rescinded by the parties, it constitutes a conveyance by the decedent to a surviving spouse. The property covered by it

cannot be devised or bequeathed by will by either spouse while it remains in effect.⁶

Washington has a strong public policy of favoring community property agreements, which was discussed at some length in *Harris v. Harris*.⁷ The *Harris* court was asked to decide the competing claims of a widow (Barbara) and a former wife (Wanda) to an annuity left by the deceased husband (Frederic). Frederic had designated Wanda as the beneficiary of the annuity provided by his employer. Frederic remarried and entered into a three-pronged community property agreement with Barbara. After Frederic died, Barbara brought a claim against the employer, seeking a declaration that she was the rightful beneficiary of the annuity.

The trial court granted summary judgment to the former wife, Wanda, but then divided the annuity between Wanda and Barbara. On appeal, Barbara claimed she was entitled to all of

⁶ *In re Estate of Wittman*, 58 Wn.2d 841, 843-44, 365 P.2d 17 (1961).

⁷ 60 Wn. App. 389, 804 P.2d 1277 (1991).

the proceeds of the annuity by virtue of her community property agreement with Frederic.

The Court of Appeals looked first to the Supreme Court's decision in *Neely v. Lockton*,⁸ wherein the Supreme Court's "reasoning began with the principle that 'contracts, and particularly beneficiary designations, will control only to the extent that they are not inconsistent with the community property law.'"⁹ In *Neely*, the Supreme Court held that the community property agreement trumped a beneficiary designation in a retirement plan. Following *Neely*, the *Harris* court ruled in favor of Barbara and remanded the case with directions to enter judgment in her favor.

To bolster its decision, the *Harris* court also cited the case of *Lyon v. Lyon*.¹⁰ In that case, the Supreme Court "dealt with the conflict between a community property agreement and

⁸ 63 Wn.2d 929, 389 P.2d 909 (1964).

⁹ Id. at 393 (citation omitted).

¹⁰ 100 Wn.2d 409, 670 P.2d 272 (1983).

another instrument granting survivorship rights.”¹¹ In *Lyon*, two brothers had been deeded property as joint tenants, meaning the surviving joint tenant took sole title upon the death of the other. Before receiving this deed, one of the brothers, Edward, entered into a three-pronged community property agreement with his wife. As the *Harris* court described it: “Upon Edward’s death, there was a conflict between the joint tenancy right of survivorship and the community property agreement right of survivorship, both of which purported to take effect immediately upon death.”¹²

The Supreme Court held that the community property agreement controlled, basing “its holding on the policy of the law to favor community property...”¹³ As noted by the *Harris* court: “Community property agreements are particularly

¹¹ *Harris, supra*, 60 Wn. App. at 395.

¹² *Ibid.*

¹³ *Ibid.*

avored in our law and have been held to control over other inconsistent instruments.”¹⁴

Along these same lines, in *In re Estate of Lyman*,¹⁵ the community property agreement was found to control over inconsistent provisions in a will regarding the disposition of property. In *Lyman*, a husband and wife had entered into a community property agreement. The wife commenced a dissolution action. Unbeknownst to the wife, the husband then executed a new will that sought to bequeath his half of the community property to his stepsons. The husband then died. One of the stepsons petitioned to probate the husband’s will. The wife objected on the grounds that the community property agreement prevailed over the disposition made by the will.

The trial court ruled in favor of the wife, finding that the community property agreement prevailed over the will. On appeal, the stepson argued that the community property

¹⁴ Id. at 398 (citations omitted).

¹⁵ 7 Wn. App. 945, 503 P.2d 1127 (1972).

agreement was no longer valid because the wife had filed for divorce.

The Court of Appeals first observed that “[t]he community property agreement under RCW 26.16.120 is not a will; it is a contract *Sui generis*.”¹⁶ As the court also observed: “A community property agreement between husband and wife under RCW 26.16.120, fixing their rights upon death, creates contractual rights and such rights are a form of property.”¹⁷ Like any contract, the parties could decide to abandon their agreement. But proving abandonment requires showing that *both spouses* intended to rescind their community property agreement when the dissolution action was filed. Even if the husband’s execution of an inconsistent will demonstrated such an intent, the wife testified she did not have this intent. As a result, the Court of Appeals found the will could not be enforced to the extent it was inconsistent with the community property agreement.

¹⁶ Id. at 948 (citation omitted).

¹⁷ Id. at 950.

As the foregoing examples demonstrate, community property agreements have been afforded elevated status by the courts. They have been found to prevail over inconsistent wills, over inconsistent beneficiary designations, and over inconsistent deeds. Once a husband and wife enter a three-pronged community property agreement, title to all property vests in the surviving spouse immediately upon the death of the other. “When one of the parties to the recorded contract dies, the agreement is Completely executed thus title to the community property immediately vests as the sole and separate property of the survivor.”¹⁸ Thus, property that is subject to a community property agreement “cannot be devised or bequeathed by will by either spouse.”¹⁹

Thus, the only way to for a party to defeat a community property agreement is by proving a mutual intent to abandon the agreement or a mutual mistake in its formation. As shown

¹⁸ *Norris v. Norris*, 25 Wn. App. 290, 295, 605 P.2d 1296 (1980), *aff’d*, 95 Wn.2d 124, 622 P.2d 816 (1980).

¹⁹ *In re Estate of Catto*, 88 Wn. App. 522, 526, 944 P.2d 1052 (1997).

below, the Roysters' CPA deserves to be afforded the same treatment. Because there is no evidence proving a mutual intent to abandon the CPA or a mutual mistake in its formation, all of its terms should be enforced, and the property should be found to have vested in Herbert thirty days after Eileen passed.

C. The Roysters' CPA is Not Ambiguous

Community property agreements are subject to the same rules of interpretation as other contracts in Washington.

Rules of contract construction apply to community property agreements. The goal of construing a contract is to effectuate the parties' mutual intent. Mutual intent can be established directly or by inference. But it must always be based on the parties' objective manifestations.²⁰

Based on the specific facts presented in this case, the proper application of the rules of contract construction do not yield the conclusion that the Roysters' CPA was "patently ambiguous."

²⁰ Id. at 528 (citation omitted).

“The purpose of contract interpretation is to ascertain the intent of the parties.”²¹ Our courts follow the “objective manifestation theory” of contracts.²² The ultimate goal is to determine the parties’ intent at the time they executed the contract rather than “the interpretations the parties are advocating at the time of the litigation.”²³ “Clear and unambiguous contracts are enforced as written.”²⁴ The courts give “words in a contract their ordinary, usual, and popular meaning unless the entirety of the agreement clearly demonstrates a contrary intent.”²⁵ “Interpretations giving lawful effect to all the provisions in a contract are favored over those that render some of the language meaningless or ineffective.”²⁶ The court should “view the contract as a whole,

²¹ *Kelley v. Tonda*, 198 Wn. App. 303, 311, 393 P.3d 824 (2017).

²² *Hearst Commc’ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005).

²³ *Int’l Marine Underwriters v. ABCD Marine, LLC*, 179 Wn.2d 274, 282, 313 P.3d 395 (2013).

²⁴ *Grey v. Leach*, 158 Wn. App. 837, 850, 244 P.3d 970 (2010) (citing *McDonald v. State Farm Fire & Cas. Co.*, 119 Wn.2d 724, 733-34, 837 P.2d 1000 (1992)).

²⁵ *Hearst Commc’ns, Inc.*, 154 Wn.2d at 504.

²⁶ *Grey*, 158 Wn. App. at 850.

interpreting particular language in the context of other contract provisions.”²⁷

The terms of the Roysters’ CPA are clear and unambiguous. It applies to “all community property now owned or hereinafter acquired by Husband and Wife,” it provides that any “separate property of either, now owned or hereinafter acquired shall become and be considered community property,” and it states that upon “the death of either Husband or Wife, all of the subject property shall vest in the surviving spouse.” Finally, it imposes one additional condition to vesting—the surviving spouse must outlive the other by at least thirty days.

All of these conditions were met in this case because Herbert outlived Eileen by seventy-five days. As a result, all of Herbert’s and Eileen’s property vested in Herbert thirty days after Eileen passed. From that day forward, Herbert could dispose of his property, during his life or after his death, in any

²⁷ *Viking Bank v. Firgrove Commons 3, LLC*, 183 Wn. App. 706, 713, 334 P.3d 116 (2014).

manner he saw fit. In other words, the Roysters' estate plan was clear—the surviving spouse gets everything, and Jeffrey was not entitled to inherit anything until the second spouse passed.

Despite the crystal clear terms of the CPA, Jeffrey argued that its terms were ambiguous because, the same day they executed their CPA, the Roysters also signed codicils generally reaffirming their prior wills, which contained a general four-month survivorship provision. But under the rules of contract interpretation, this fact does not necessarily mean that the CPA is ambiguous as to the question of survivorship between the two spouses.

First of all, the Roysters' Wills were not contracts, and Herbert and Eileen were free to amend them at any time, in any way, and for any reason. The CPA, by contrast, was a binding contract between Herbert and Eileen that neither could amend or terminate without the consent of the other. As a result, the

Wills were not part of the CPA and, at most, they are merely inconsistent prior expressions of intent by the parties.

Second, the Roysters are presumed to know the contents of their Wills when they signed their CPA. Thus, even though they both signed codicils generally reaffirming their Wills, the clear intention of the CPA was to provide for a shorter survivorship term for the two of them while keeping a longer term for all other potential beneficiaries.

Third, a general maxim of contract interpretation is that the more specific provision prevails over a general provision. “It is a well-known principle of contract interpretation that ‘specific terms and exact terms are given greater weight than general language.’”²⁸ Thus, even if the Roysters’ Wills were elevated to the same level as their CPA, they do not create an ambiguity because the 30-day term applies specifically to Herbert and Eileen, while the four-month term applied

²⁸ *Adler v. Fred Lind Manor*, 153 Wn.2d 331, 354-55, 103 P.3d 773 (2004) (citing 2 Restatement § 203(c)).

generally to all beneficiaries named in the Wills, of which there were many.

Viewing the documents in this manner demonstrates that the differing survivorship terms need not create an ambiguity. Jeffrey's argument, and the trial court's ruling, is premised on the idea that when Herbert and Eileen signed their CPA—which clearly requires only thirty days of survival—what they really intended was to keep the four-month term included in Wills that they executed eight years earlier.

One major problem with this approach is that it renders meaningless the survivorship provision in the CPA. In essence, the trial court's ruling strikes out and ignores this provision. This approach violates the rule of contract interpretation that favors giving meaning to all the contracts terms, if possible. "An interpretation of a writing which gives effect to all of its provisions is favored over one which renders some of the language meaningless or ineffective."²⁹

²⁹ *Wagner v. Wagner*, 95 Wn.2d 94, 101, 621 P.2d 1279 (1980).

Finally, the Court can also avoid finding an ambiguity by employing one more rule of contract interpretation:

Generally, when two contracts are in conflict, the legal effect of a subsequent contract made by the same parties and covering the same subject matter, but containing inconsistent terms, is to rescind the earlier contract. It becomes a substitute therefor, and is the only agreement between the parties upon the subject.³⁰

In *Higgins v. Stafford*, a husband and wife entered into a community property agreement, under which the deceased spouse's property vested in fee simple in the survivor. Years later, the spouses executed mutual wills, along with an underlying agreement that prevented the surviving spouse from changing their agreed-upon testamentary disposition of their property. The Supreme Court applied the rule quoted above and held that the latter estate planning documents evinced a mutual intent to rescind the community property agreement.

Here, applying the same rule would compel the conclusion that the Roysters intended the survivorship

³⁰ *Higgins v. Stafford*, 123 Wn.2d 160, 165-66, 866 P.2d 31 (1994) (citation omitted) (internal quotation marks omitted).

provision in their CPA to prevail over the one included in their prior wills. It is true that the Roysters both executed codicils that did not amend their wills to change the survivorship between them to thirty days, but such an amendment would seem unnecessary given the clear, express, and more recent statement in their CPA, to which both of them were bound.

In sum, the Roysters must be presumed to know and understand the contents of the estate planning documents that they signed. This presumption is even stronger when the document signed is a binding contract, like the CPA. “[A] party to a contract which he has voluntarily signed will not be heard to declare that he did not read it or was ignorant of its contents.”³¹

When they signed the CPA, the Roysters could not know which of them would survive the other, and they both potentially benefited from the CPA. And if a party accepts the benefits of a contract, then the party must also accept the

³¹ *National Bank v. Equity Investors*, 81 Wn.2d 886, 912, 506 P.2d 20 (1973).

burdens. It would be unfair to Herbert to allow the beneficiary of Eileen's estate to change the terms of the CPA after the fact. Herbert survived Eileen by seventy-five days, and the couple did not choose to impose any restrictions on the surviving spouse's disposition of the property.

Because the CPA is not ambiguous, and because there is no inherent conflict between the general survivorship provision in the Wills and the more specific provision in the CPA, the Court should reverse the trial court's decision and remand with instructions to enter judgment in favor of P.R. of Herbert's estate, Paul Schmidt.

D. The *Wahl* Case is Not Controlling

Jeffrey and the trial court relied heavily on the case of *In re Estates of Wahl*.³² In that case, both the husband and wife had executed reciprocal wills, leaving the deceased spouse's entire estate to the surviving spouse. These reciprocal wills

³² 99 Wn.2d 828, 664 P.2d 1250 (1983).

also provided that the surviving spouse “would not be deemed to ‘survive’ the testator if that person died within 90 days after the testator’s death.”³³ Ten years later, the husband and wife executed a community property agreement providing that “title to all community property...shall immediately vest in fee simple in the survivor of them.”³⁴ The same day, the husband and wife executed codicils that “expressly reaffirmed all the provisions of their respective previous wills.”³⁵ The wife died first, and her husband died less than ninety days later.

The attorney who prepared the CPA was the executor of the husband’s will, and he applied the community property agreement without regard to the 90-day survivorship provision in the wife’s will. The other beneficiaries under the wife’s will sued. In his deposition, the attorney testified he did not recall discussing the wills’ survivorship provisions with the husband

³³ Id. at 829.

³⁴ Ibid.

³⁵ Ibid.

or wife and that he ““never thought of” the inconsistency.”³⁶

The trial court granted summary judgment in favor of the husbands’ sole beneficiary.

The Court of Appeals reversed the trial court. The Court of Appeals held that the trial court must look at the community property agreement together with the wills and their codicils, along with the surrounding circumstances, to determine the intent of the husband and wife. Because this was a question of fact, summary judgment was not appropriate.

The Supreme Court affirmed the Court of Appeals. Based on the evidence presented on the summary judgment motion, the Supreme Court found there was a triable issue of fact as to whether the husband and wife were mutually mistaken as to which survivorship provision applied.

We now hold the trial court erred in granting summary judgment. There is a question of fact as to whether the Wahls were mistaken as to the effect of the language of the community property agreement. The attorney who drew up the documents testified that he did not recognize the

³⁶ Id. at 830.

inconsistency between the community property agreement and the wills until later. Thus, the Wahls might not have known of the inconsistency between the will codicils and the community property agreement.³⁷

In reaching its decision, the *Wahl* court noted the strength of the evidence indicating that the Wahls may have been mutually mistaken about the effect of the CPA on the survivorship provision in their wills. “In a concurring opinion, Judge Roe wrote that Rose’s relatives were entitled to summary judgment invalidating the community property agreement on the ground of mutual mistake.”³⁸ Ultimately, the Supreme Court remanded the case back to the trial court “for determination of all questions of fact, and application of the law in accordance with the provisions in this opinion.”³⁹

Jeffrey will rely heavily on the *Wahl* decision in his response to this appeal and will probably argue that it is dispositive. But a careful reading of the *Wahl* decision shows

³⁷ Id. at 831.

³⁸ Id. at 830.

³⁹ Id. at 832.

that there are four major factual distinctions between that case and this one.

First, *Wahl* dealt with reciprocal wills, under which the surviving spouse would inherit the entire estate of the deceased spouse. Here, the Roysters did not execute reciprocal wills. Herbert's will did not leave his entire estate to Eileen if she survived him. Instead, Herbert made a specific bequest of property to Jeffrey, and Herbert also made specific bequests of money to his daughter-in-law and to her daughter.

Similarly, Eileen did not leave her entire estate to Herbert. Instead, Eileen's Will provided that if she inherited certain real property in Hood River (known as "the Orchard") from her mother, then this property would pass directly to Jeffrey. And if Jeffrey did not survive Eileen, then the Orchard would pass directly to Eileen's brother and sister.

It is important that the Roysters did not execute reciprocal wills, because even if their spouse survived them, there was always going to be other beneficiaries. And the

Roysters chose in their Wills to require that all beneficiaries survive at least four months to inherit. In *Wahl*, if one spouse survived the other, there would be no other beneficiaries to whom the ninety-day survivorship provision would apply.

Second, there is an important distinction between the community property agreement in *Wahl* and the Roysters' CPA. Unlike the community property agreement in *Wahl*, the Roysters' CPA contained an express provision relating to survivorship. The agreement in *Wahl* contained no survivorship provision and called for immediate vesting in the surviving spouse. In other words, one could say that the *Wahl* CPA was silent as to any period of survivorship.

The lack of an express survivorship provision in *Wahl* leaves open the possibility that the Wahls were mistaken as to whether the ninety-day provision in their wills still applied. Here, the prospect of such a mutual mistake is negated by the express thirty-day survivorship provision that Herbert and Eileen agreed to apply only to each other.

Third, the testimony of the attorneys who drafted the community property agreements is starkly different. In *Wahl*, the attorney “testified that he had ‘no independent recollection’ of drafting and discussing the codicils and community property agreement with the Wahls..., and that he ‘never thought of’ the inconsistency of the community property agreement with the provisions of the wills.”⁴⁰ This testimony was important to the Supreme Court’s decision, as shown by the following passage:

There is a question of fact as to whether the Wahls were mistaken as to the effect of the language of the community property agreement. The attorney who drew up the documents testified that he did not recognize the inconsistency between the community property agreement and the wills until later. Thus, the Wahls might not have known of the inconsistency between the will codicils and the community property agreement.⁴¹

The Roysters’ attorney, Loren Joner, testified that he was fully aware the Roysters’ Wills contained a four-month survivorship provision when he drafted the Roysters’ CPA.

Joner testified that he was not concerned because he believed

⁴⁰ Id. at 830.

⁴¹ Id. at 831.

the CPA trumped the wills, and that his “standard practice” was to tell his clients in these situations that the “community property is going to trump your will.” This testimony makes it much less likely that the Roysters were mutually mistaken as to this provision.

Finally, in *Wahl*, after his wife died, the husband made an unsuccessful attempt to write a new will that would have been inconsistent with the CPA. The Supreme Court also cited to this as evidence that could lead “a trier of fact to conclude Neal and Rose Wahl were mutually mistaken as to their rights to inherit under their wills and codicils, as they were not advised of the legal effect of the community property agreement executed the same day.”⁴²

In sum, the *Wahl* case does not hold that any discrepancy between wills and a community property agreement automatically creates an ambiguity, and it does not stand for the proposition that the survivorship provision in a will always

⁴² Id at 832.

controls over any inconsistent provision in a community property agreement. Thus, *Wahl* is not dispositive of the merits of this appeal. Instead, it can only be cited for the proposition that—based on the particular set of facts presented—there was a factual issue whether the spouses may have been mutually mistaken regarding survivorship.

Moreover, as shown immediately below, even if the Court were to find an ambiguity necessitating consideration of parol evidence, the Court would find no substantial evidence that *both Herbert and Eileen* were mutually mistaken and intended the four-month survivorship provision to prevail.

E. The Extrinsic Evidence is Insufficient to Support the Trial Court’s Decision

As explained above, there is no inherent ambiguity created by the fact that the CPA provides a different survivorship period for Herbert and Eileen than the one that applies generally to all potential beneficiaries under their Wills.

Nevertheless, the trial court found a “patent ambiguity” and therefore looked to extrinsic evidence to determine the parties’ intent at the time they executed the CPA. A careful review of the evidence relied upon by the trial court shows, however, that the evidence is woefully insufficient to show that *both Eileen and Herbert* actually intended the four-month survivorship provision to apply to them.

In fact, the trial court made no findings whatsoever regarding Herbert’s intent. In its order, the trial court makes only one reference to intent, and it is this:

Construing Eileen’s Will together with the CPA, and considering the extrinsic evidence offered in connection of the Petition, it is clear *Eileen intended* the survivorship provision in Eileen’s Will to control over the survivorship provision of the CPA.⁴³

The order also incorporates the court’s comments during the hearing announcing its decision. But the transcript of the hearing does not contain any findings regarding Herbert’s intent, either. The failure of the trial court to make any finding

⁴³ CP 438.

regarding Herbert's intent, without more, shows that the evidence and findings were insufficient to support the court's decision to apply the four-month survivorship provision in Eileen's Will. Without such a finding, it was legal error for the court to override the express terms of the CPA.

Hence, there is at least one essential finding of fact that is missing from the trial court's decision. But even if that factual hole were ignored for the moment, there was no substantial evidence supporting the trial court's finding that *Eileen* intended the four-month survivorship provision to apply.

The fundamental problem with the evidence presented, and with the trial court's analysis, is that it answers the wrong question. All the evidence adduced by Jeffrey, and relied upon by the court, was directed at showing that Eileen wanted her son to inherit from her. Eileen's preference in this regard, however, is neither here nor there. The only question that mattered was whether—when she signed the CPA—Eileen

intended her husband to inherit should he survive her by thirty days. On this question, the record below is silent.

The best evidence, of course, of Eileen's intention is the CPA itself, which clearly requires the surviving spouse to live only thirty days for vesting. At the time she executed this agreement, Eileen could not know whether she would pass before or after Herbert. If Herbert passed first, then Eileen would enjoy the benefit of the shorter survivorship term provided by the CPA. There is no evidence in the record that Eileen would have wanted the longer four-month survivorship provision to apply to her, should Herbert pass first.

The other fundamental problem with Jeffrey's evidence, and with the trial court's analysis, is that it tries to answer the question of Eileen's intent by looking at it *in hindsight*, with the benefit of knowing that Eileen passed first. The trial court should have focused, instead, on any extrinsic showing what Eileen intended when she executed the CPA, without foreknowledge of which spouse would pass first. And this

extrinsic evidence—which consists entirely of Loren Joner’s testimony—is devoid of evidence proving that Eileen intended the four-month provision to apply.

At best, Mr. Joner’s testimony makes it more likely than not that Eileen was fully aware of the differing survivorship provisions and signed the CPA with that knowledge. At worst, Mr. Joner’s testimony was too equivocal to make any finding as to Eileen’s intent at the time she signed the CPA. Either way, Jeffrey failed to carry his burden of proving that, when she signed the CPA, Eileen’s intent was directly contrary to its express terms regarding survivorship.

As noted above, the only proper basis for overriding the express terms of the CPA would be if Jeffrey proved that both Eileen and Herbert were mutually mistaken when they signed the CPA, and that both of them still intended the four-month survivorship provision in their Wills to apply in all instances. And mutual mistake must be proved by clear, cogent, and convincing evidence. Consequently, the trial court’s decision

should only be upheld if the Court finds sufficient evidence in the record to make it “highly probable” that both Eileen and Herbert were mutually mistaken in this regard. But there is no extrinsic evidence proving that Herbert was mistaken in this regard. Thus, even assuming *arguendo* the extrinsic evidence were sufficient to show Eileen was mistaken, it would still be insufficient to prove that it was “highly probable” that both spouses were mistaken.

In the trial court, Jeffrey fought mightily to evade the burden of proving mutual mistake by clear, cogent, and convincing evidence. Jeffrey will almost certainly seek to evade this burden on appeal. But if the parties were not mutually mistaken as to the CPA’s survivorship provision, then what legal basis is there for overriding its express terms? Again, it is not enough to show that—*in hindsight*—Eileen would have preferred the four-month term to apply to Herbert. Jeffrey needed to prove, and the court needed to find, that both spouses intended the four-month term to apply to each other,

despite the clear terms of the CPA shortening that term to thirty-days.

In sum, the trial court's decision is not supported by substantial evidence because it made no factual findings at all regarding Herbert's intention, because the extrinsic evidence speaks only to what Eileen would have wanted in hindsight, and because the evidence fails to show it was "highly probable" that both spouses were mutually mistaken about which survivorship provision would apply between them. Thus, even if there were an ambiguity, Jeffrey failed to prove that Herbert and Eileen both intended the survivorship provision in their Wills to control over their CPA.

F. Attorney's Fees

RCW 11.96A.150(1) gives the courts broad discretion to award attorney's fees in TEDRA actions.

Either the superior court or any court on an appeal may, in its discretion, order costs, including reasonable attorneys' fees, to be awarded to any

party: (a) From any party to the proceedings; (b) from the assets of the estate or trust involved in the proceedings; or (c) from any nonprobate asset that is the subject of the proceedings. The court may order the costs, including reasonable attorneys' fees, to be paid in such amount and in such manner as the court determines to be equitable. In exercising its discretion under this section, the court may consider any and all factors that it deems to be relevant and appropriate, which factors may but need not include whether the litigation benefits the estate or trust involved.

Based on this authority, the trial court ordered the Estate of Herbert Royster, Jr. to pay Jeffrey \$40,362.25 in fees and \$1,570.42 in costs. This award should be reversed and the case should be remanded for consideration of an award of attorney's fees to Schmidt as the prevailing party.

Moreover, Schmidt hereby moves under RAP 18.1 and RCW 11.96A.150 for an award ordering Radliff to pay to the Estate of Herbert Royster Jr. its reasonable attorney's fees and costs incurred on this appeal.

VI. CONCLUSION

For the foregoing reasons, Appellant Paul Schmidt respectfully requests the Court reverse the trial court's decision and award of fees, direct the trial court to enter judgment in favor of Schmidt, and direct the trial court to consider an award of attorney's fees and costs to Schmidt.

Respectfully submitted November 14, 2022

s/ Steven E. Turner

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Paul Schmidt, P.R. of Estate of Royster

I hereby certify that, according to word count calculation of the word processing software used to generate this brief, the number of words contained in the document, exclusive of words contained in the appendices, the title sheet, the table of contents, the table of authorities, the certificate of compliance, the certificate of service, signature blocks, and pictorial images (e.g., photographs, maps, diagrams, and exhibits), this brief contains approximately 9004 words.

CERTIFICATE OF SERVICE

I hereby certify that on **November 14, 2022**, I served the foregoing **Appellant's Brief** on:

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- ☐ **First-class mail, postage prepaid.**
- ☐ **Hand-delivery.**
- ☐ **Overnight courier, delivery prepaid.**

s/ Steven E. Turner

Steven E. Turner, WSBA No. 33840

Attorney for Appellant

Paul Schmidt, P.R. of Estate of Royster

APPENDIX

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**Community Property Agreement
for
HERBERT J. ROYSTER, JR. and EILEEN A. ROYSTER**

Known by all Persons Present that we, HERBERT J. ROYSTER, JR. (hereinafter "Husband") and EILEEN A. ROYSTER (hereinafter "Wife") of Clark County, Washington, in consideration of the mutual promises and obligations set forth hereafter, agree as follows:

1. **REVOCATION OF PRIOR AGREEMENTS.** Any prior Community Property Agreement, or any other agreement other than a Will or Trust, which was signed by both parties, prior to this date, and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.
2. **PROPERTY COVERED.** This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either, now owned or hereafter acquired shall become and be considered community property and shall remain so upon the death of the party owning said property. All such community property is referred to in this Agreement as the "subject property".
3. **VESTING.** Upon the death of either Husband or Wife, all of the subject property shall vest in the surviving spouse.
4. **DISCLAIMER.** Upon the death of either Husband or Wife, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed Will which the decedent may have executed or in default thereof, according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.
5. **AUTOMATIC REVOCATION.** In the absence of other evidence indicating the party's intent to terminate this Agreement, it shall nevertheless, be deemed terminated and of no further force or effect upon either party filing a petition, complaint or other pleading for dissolution of their marriage or divorce, or upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.
6. **OPTIONAL REVOCATION.** If either Husband or Wife becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective upon the disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if such spouse's regularly attending physician signs a statement declaring that such spouse is unable to manage his or her own affairs; or if such spouse has no regularly attending physician, if such a statement is signed by two

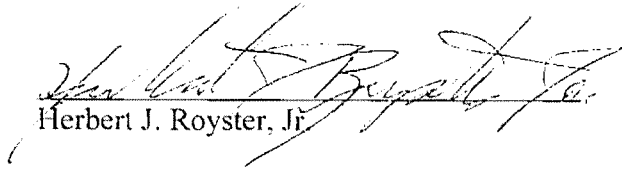
ROYSTER COMMUNITY PROPERTY AGREEMENT - 1

qualified physicians who have reasonably examined the disabled spouse. An adjudication or incompetence by a court of competent jurisdiction shall also be proof of a spouse's disability for purposes of this paragraph.

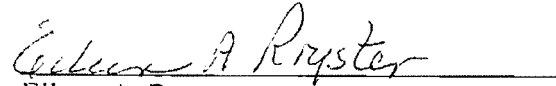
7. **POWERS OF APPOINTMENT.** This Agreement shall not affect any power of appointment now held by or hereafter given to either party, nor shall it obligate either of them to exercise any such power of appointment in any way.
8. **SURVIVORSHIP.** As used herein, the term "survivor," "survive," or "survivorship" shall mean living for a period of thirty (30) days following the death of the first of the Husband and Wife to die.

SIGNED on this the 10th day of April, 2018.

Husband:


Herbert J. Royster, Jr.

Wife:

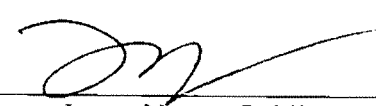

Eileen A. Royster

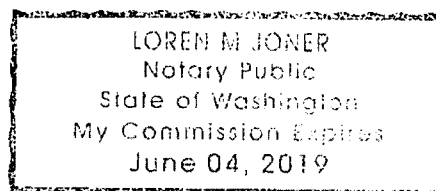
STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Herbert J. Royster, Jr. and Eileen A. Royster are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

SWORN TO AND SUBSCRIBED before me, this the 10th day of April, 2018.


Loren Joner, Notary Public
MY COMMISSION EXPIRES June 4, 2019



**LAST WILL
AND TESTAMENT
OF
HERBERT JOHN ROYSTER, JR**

I, HERBERT J. ROYSTER, of Washougal, Washington, do make, publish and declare this my last Will, hereby revoking all former wills and codicils.

**ARTICLE ONE
FAMILY**

- 1.1 I am the husband of Eileen A. Royster, and all references to "my spouse" are to her.
- 1.2 I am the stepfather of one child, Jeffrey R. Radliff, DOB 5/10/64, and all references to "my son" are to him. References to "my children" include any child later born to or adopted by me.

**ARTICLE TWO
APPOINTMENT OF FIDUCIARIES**

- 2.1 Personal Representative. I name my spouse, Eileen A. Royster, as my Personal Representative. If my spouse is unable or unwilling to serve, or to continue to serve as my Personal Representative, I name my son, Jeffrey R. Radliff as my successor Personal Representative.
- 2.2 Waiver of Bond. To the extent allowed by law, I direct that any of the fiduciaries named above, or their alternates or successors, shall be entitled to serve without bond or other undertaking and reporting or accounting to any court.
- 2.3 Powers. I give my Personal Representative all powers conferred on a personal representative by Washington law as now existing or later amended, whether or not those powers are exercised in Washington.

**ARTICLE THREE
HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY**

- 3.1 Personal Property. If my spouse survives me, I give to my spouse any interest I have in household goods and furnishings, personal vehicles, sporting and recreational

 LAST WILL AND TESTAMENT OF HERBERT JOHN ROYSTER, JR.

Page 1 of 4

equipment, clothing, jewelry, personal effects, animals and all other tangible personal property for personal or household use, together with any insurance on this property. If my spouse does not survive me, I give this property to my son, Jeffrey, so long as he survives me.

- 3.2 Special Gifts. Some notes or lists may have been prepared from time to time designating particular items as gifts for a particular person. To the extent those notes or lists do not conflict with specific bequests in this Will, I request that my spouse, Eileen, and my son, Jeffrey honor those wishes and desires expressed therein. The following items are specifically given to the individuals named below:

- 3.2.1 To my son, Jeffrey R. Radliff, I leave all my firearms and accompanying accessories.
- 3.2.2 To Terra Elizabeth Radliff, my daughter in law, DOB 4/10/75, I give the sum of \$2,500.00 (twenty-five hundred dollars), upon condition that she is the wife of my son Jeffrey R. Radliff at the time of my death. If she is not his wife at the time of my death, the gift shall revert to the residue of my estate.
- 3.2.3 To Madaline Mikayla Pietrangelo, DOB 2/20/99, daughter of Terra Elizabeth Radliff, I give the sum of \$2,500.00 (twenty-five hundred dollars) to be used for the purpose of furthering her education and to be administered according to the Uniform Transfer To Minors Act until she reaches the age of 18, so long as her mother is the wife of my son, Jeffrey R. Radliff, at the time of my death. If her mother is not the wife of Jeffrey R. Radliff at the time of my death, Madaline's gift shall revert to the residue of my estate.

- 3.3 Packing and Shipping Costs. I direct my Personal Representative to pay as an expense to my estate all reasonable costs for packing, insuring and delivering any tangible personal property to any beneficiary.

ARTICLE FOUR RESIDUE

- 4.1 Surviving Spouse. If my spouse, Eileen, survives me, I give the residue of my estate to my spouse.
- 4.2 Surviving Son. If my spouse, Eileen, does not survive me, I give the residue of my estate to my son, Jeffrey Radliff, so long as he survives me.
- 4.3 Other Survivors. If my son, Jeffrey Radliff, does not survive me, I give the residue of my estate to Terra Elizabeth Radliff, my daughter in law, DOB 4/10/75, upon condition that she is the wife of my son Jeffrey R. Radliff at the time of his death. If Terra Elizabeth Radliff does not survive me I give the residue of my estate to her daughter, Madaline Mikayla Pietrangelo, DOB 2/20/99, upon the condition that her

mother was still married to my son Jeffrey at the time of her death, for the purpose of furthering her education and to be administered according to the Uniform Transfer To Minors Act until she reaches the age of 18.

- 4.4 Contingent Beneficiaries. If my spouse, my son, and my other named beneficiaries do not survive me, I give the residue of my estate to the Shriner's Childrens Hospital of Portland, Oregon.

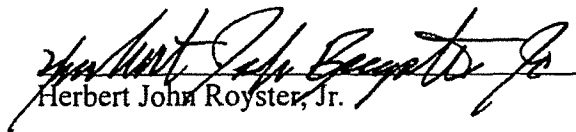
ARTICLE FIVE GENERAL ADMINISTRATIVE PROVISIONS

- 5.1 Survivorship. If any beneficiary named or described in this Will dies within four (4) months after my death, all the provisions in this Will for the benefit of such deceased beneficiary shall lapse, and this Will shall be construed as though he or she predeceased me.
- 5.2 Pay Taxes From Residue. I direct my Personal Representative to pay out of the residue of my estate, without apportionment, all estate, inheritance, and other death taxes (including interest and penalties) payable by reason of my death on property passing under this Will or otherwise. If the residue is insufficient to pay all such death taxes, the excess shall be apportioned according to Washington law. All death taxes on property not passing under this Will shall be apportioned according to Washington law.
- 5.3 Debts and Expenses. I direct my Personal Representative to pay out of my estate all my just debts allowed in the course of administration, the expense of my last illness and funeral, and the expenses of my estate.
- 5.4 Titles and Captions. The titles and captions used in this instrument are for convenience of reference only and shall not be construed to have any legal effect.
- 5.5 Elections, Decisions and Distributions. I give full power and authority to my Personal Representative to make any election or decision available to my estate or trust under federal or state tax laws, to make pro rata or non-pro rata distributions without regard to the differences in tax basis of assets distributed, and to make distribution in cash, in specific property, in undivided interests in property or partly in cash and partly in property. The good faith decisions of my Personal Representative or trustee in the exercise of these powers shall be conclusive and binding on all parties, and my Personal Representative need not make any adjustments among beneficiaries because of any election, decision or distribution.
- 5.6 Change in Corporate Fiduciary. If any corporate fiduciary is merged or voluntarily


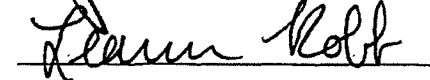
liquidated into or consolidated with another entity having the required fiduciary powers, the successor shall have all powers granted to the original corporate fiduciary.

- 5.7 Governing Law. The validity and construction of my Will shall be determined under Washington law in effect on the date my Will is signed.

IN WITNESS WHEREOF, I have signed this my last Will in Tigard,
Oregon on this 28th day of JULY, 2010.


Herbert John Royster, Jr.

We, the undersigned, hereby certify that the above and foregoing instrument, consisting of four (4) pages (including this page), was signed in our sight and presence by Herbert John Royster, Jr., who declared the same to be his Will, and we, at the Testator's request, and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date of the foregoing instrument. At the time this will was signed, we believe the Testator was of sound mind and memory, not acting under restraint or undue influence, and not having been induced by misrepresentation or fraud and acting voluntarily.

 Residing at Wilsonville, Oregon
 Residing at Portland, Oregon


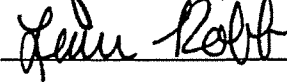
**AFFIDAVIT OF ATTESTING WITNESSES
TO
LAST WILL AND TESTAMENT
OF
HERBERT JOHN ROYSTER, JR**

STATE OF OREGON)
) ss.
County of Washington)

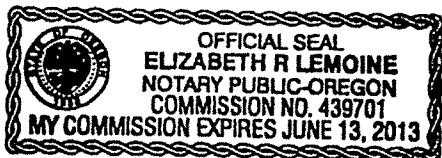
We, the undersigned, each being duly sworn, say:

On the date of the foregoing Last Will and Testament of Herbert John Royster, Jr. consisting of 4 pages, excluding this attestation page, in our presence, said testator signed the same and declared it to be his Last Will and Testament, whereupon, at his request and in his presence, we attested the Will by signing our names thereto.

To the best of our knowledge and belief, the testator was, at that time, over the age of eighteen (18) years and of sound mind.

Signed and sworn to before me this 28th day of June, 2010 by Jan Larson
and Leanna Robb.




Notary Public - State of Oregon

**LAST WILL
AND TESTAMENT
OF
EILEEN ADRIENNE ROYSTER**

I, EILEEN ADRIENNE ROYSTER, of Washougal, Washington, also known as EILEEN CHRISTENSEN ROYSTER, do make, publish and declare this my last Will, hereby revoking all former wills and codicils.

**ARTICLE ONE
FAMILY**

- 1.1 I am the wife of Herbert John Royster, Jr., and all references to "my spouse" are to him.
- 1.2 I am the mother of one child, Jeffrey R. Radliff, DOB 5/10/64, and all references to "my son" are to him. References to "my children" include any child later born to or adopted by me.

**ARTICLE TWO
APPOINTMENT OF FIDUCIARIES**

- 2.1 Personal Representative. I name my spouse, Herbert John Royster, Jr., as my Personal Representative. If my spouse is unable or unwilling to serve, or to continue to serve as my Personal Representative, I name my son, Jeffrey R. Radliff as my successor Personal Representative.
- 2.2 Waiver of Bond. To the extent allowed by law, I direct that any of the fiduciaries named above, or their alternates or successors, shall be entitled to serve without bond or other undertaking and reporting or accounting to any court.
- 2.3 Powers. I give my Personal Representative all powers conferred on a personal representative by Washington law as now existing or later amended, whether or not those powers are exercised in Washington.

ARTICLE THREE
HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY

- 3.1 Personal Property. If my spouse survives me, I give to my spouse any interest I have in household goods and furnishings, personal vehicles, sporting and recreational equipment, clothing, jewelry, personal effects, animals and all other tangible personal property for personal or household use, together with any insurance on this property. If my spouse does not survive me, I give this property to my son, Jeffrey, so long as he survives me.
- 3.2 Hood River Valley Orchard. If my mother, Madeline A. Edwards, predeceases me, and if I am gifted by my mother's estate with any real property interest in my mother's Hood River Valley property, otherwise known as "the Orchard", I hereby give that interest in real property to my son, Jeffrey Radliff. If my son, Jeffrey, does not survive me, I leave my interest in the property in equal shares to my sister, Jeanne Adell Benjamin, DOB 12/9/48, and my brother, Thomas Charles Edwards, DOB 9/24/55. If my sister or my brother predecease me, any gift from my mother of the real property will fall into the residue of my estate.
- 3.3 Special Gifts. Some notes or lists may have been prepared from time to time designating particular items as gifts for a particular person. To the extent those notes or lists do not conflict with specific bequests in this Will, I request that my spouse Herbert and my son, Jeffrey honor those wishes and desires expressed therein.
- 3.4 Packing and Shipping Costs. I direct my Personal Representative to pay as an expense to my estate all reasonable costs for packing, insuring and delivering any tangible personal property to any beneficiary.

ARTICLE FOUR
RESIDUE

- 4.1 Surviving Spouse. If my spouse, Herbert, survives me, I give to him all the residue of my estate.
- 4.2 Surviving Son. If my spouse, Herbert, does not survive me, I give the residue of my estate to my son, Jeffrey Radliff, so long as he survives me.
- 4.3 Contingent Beneficiaries. If my spouse, Herbert, and my son, Jeffrey Radliff, do not survive me, and all my lineal descendants predecease me, I give the residue of my estate, in equal shares to my sister, Jeanne Adell Benjamin, DOB 12/9/48, and my brother, Thomas Charles Edwards, DOB 9/24/55. If my brother, Thomas predeceases me, I give his share to my sister Jeanne or her surviving children. If my

sister Jeanne predeceases me, I give her share to her surviving children. If my spouse, Herbert, my son Jeffrey, my sister Jeanne or her surviving children and my brother Thomas all predecease me, I give the residue of my estate to the Hood River Valley Church of Hood River, Oregon.

ARTICLE FIVE GENERAL ADMINISTRATIVE PROVISIONS

- 5.1 Survivorship. If any beneficiary named or described in this Will dies within four (4) months after my death, all the provisions in this Will for the benefit of such deceased beneficiary shall lapse, and this Will shall be construed as though he or she predeceased me.
- 5.2 Pay Taxes From Residue. I direct my Personal Representative to pay out of the residue of my estate, without apportionment, all estate, inheritance, and other death taxes (including interest and penalties) payable by reason of my death on property passing under this Will or otherwise. If the residue is insufficient to pay all such death taxes, the excess shall be apportioned according to Washington law. All death taxes on property not passing under this Will shall be apportioned according to Washington law.
- 5.3 Debts and Expenses. I direct my Personal Representative to pay out of my estate all my just debts allowed in the course of administration, the expense of my last illness and funeral, and the expenses of my estate.
- 5.4 Titles and Captions. The titles and captions used in this instrument are for convenience of reference only and shall not be construed to have any legal effect.
- 5.5 Elections, Decisions and Distributions. I give full power and authority to my Personal Representative to make any election or decision available to my estate or trust under federal or state tax laws, to make pro rata or non-pro rata distributions without regard to the differences in tax basis of assets distributed, and to make distribution in cash, in specific property, in undivided interests in property or partly in cash and partly in property. The good faith decisions of my Personal Representative or trustee in the exercise of these powers shall be conclusive and binding on all parties, and my Personal Representative need not make any adjustments among beneficiaries because of any election, decision or distribution.
- 5.6 Change in Corporate Fiduciary. If any corporate fiduciary is merged or voluntarily liquidated into or consolidated with another entity having the required fiduciary powers, the successor shall have all powers granted to the original corporate fiduciary.

5.7 Governing Law. The validity and construction of my Will shall be determined under Oregon law in effect on the date my Will is signed.

IN WITNESS WHEREOF, I have signed this my last Will in Tigard, Oregon on June 28, 2010.

Eileen Adrienne Royster
Eileen Adrienne Royster

We, the undersigned, hereby certify that the above and foregoing instrument, consisting of four (4) pages (including this page), was signed in our sight and presence by Eileen Adrienne Royster who declared the same to be her Will, and we, at the Testatrix's request, and in the Testatrix's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date of the foregoing instrument. At the time this will was signed, we believe the Testatrix was of sound mind and memory, not acting under restraint or undue influence, and not having been induced by misrepresentation or fraud and acting voluntarily.

Jan Dason Residing at Wilsonville, Oregon 97
Leann Robb Residing at Portland, Oregon LR

AFFIDAVIT OF ATTESTING WITNESSES
TO
LAST WILL AND TESTAMENT
OF
EILEEN ADRIENNE ROYSTER

STATE OF OREGON)
) ss.
County of Washington)

We, the undersigned, each being duly sworn, say:

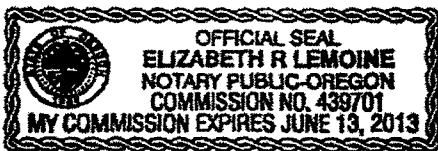
On the date of the foregoing Last Will and Testament of EILEEN C. ROYSTER, consisting of 4 pages, excluding this attestation page, in our presence, said testatrix signed the same and declared it to be her Last Will and Testament, whereupon, at her request and in her presence, we attested the Will by signing our names thereto.

To the best of our knowledge and belief, the testatrix was, at that time, over the age of eighteen (18) years and of sound mind.

Jan Larson
Leanna Robb

Signed and sworn to before me this 28th day of June, 2010 by Jan Larson
and Leanna Robb.

Elizabeth R Lemoine
Notary Public - State of Oregon



AFFIDAVIT OF ATTESTING WITNESSES TO LAST WILL AND TESTAMENT

**Codicil to Last Will and Testament
of
HERBERT J. ROYSTER, JR.**

I, HERBERT J. ROYSTER, JR., of Clark County, Washington, declare this as a Codicil to my Will from June, 2010. This Codicil amends or supplements my Will only as provided herein. Except as amended or supplemented, my Will shall remain in full force and effect.

Amendment 1

Delete Article 3.2.2 in its entirety.

Amendment 2

Delete Article 3.2.3 in its entirety and replace it with the following:

“To Madaline Mikayla Erickson, DOB 2/20/99, daughter of Terra Elizabeth Radliff, I give the sum of \$2,500.00 (twenty-five hundred dollars).”

Amendment 3

Delete Article 4.3 in its entirety and replace it with the following:

“Other Survivors. If my son, Jeffrey Radliff, does not survive me, I give the residue of my estate to Terra Elizabeth Radliff and Madaline Mikayla Erickson in two (2) equal shares.

Amendment 4

Amend Article 5.7 to replace “Oregon law” with “Washington law.”

Signature

I, HERBERT J. ROYSTER, JR., having signed this Codicil in the presence of McKenzie Joner and Jodine Dixon who attested it at my request on this the 10th day of April, 2018 at Clark County, Washington declare this to be a Codicil to my Last Will and Testament.

Signature:



HERBERT J. ROYSTER, JR.

Witnesses

The above and foregoing Codicil to the Last Will and Testament of HERBERT J. ROYSTER, JR. was declared by him in our view and presence to be his Codicil and was signed and subscribed by him in our view and presence and at his request and in the view and presence of each other. We, the undersigned, witnessed and attested the due execution of the Codicil of HERBERT J. ROYSTER, JR. on this the 10th day of April, 2018 and, further, that to the best of our knowledge he is 18 years of age or older, of sound mind, and under no constraint or undue influence and that we, as witnesses, are not interested or an heir of the estate of HERBERT J. ROYSTER, JR.


Signed:

Name:


McKenzie Joner

Signed:

Name:


Jodine Dixon

STATE OF WASHINGTON

COUNTY OF CLARK

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, McKenzie Joner and Jodine Dixon who, being by me first duly sworn, make oath to the following:

1. The undersigned were subscribing witnesses to that certain instrument of writing dated the 10th day of April, 2018, which is a Codicil to the Last Will and Testament of HERBERT J. ROYSTER, JR., the "Maker."
2. That the Maker signed, published and declared said instrument as a Codicil to the Last Will and Testament of HERBERT J. ROYSTER, JR. on the 10th day of April, 2018, the date of said instrument, in the presence of us two (2) as subscribing witnesses.
3. The Maker was then and there of sound and disposing mind, memory and understanding and was over eighteen (18) years of age.
4. The undersigned as competent adults, subscribed and attested said instrument as a witness to the signature, publication and declaration thereof by the Maker, at the special instance and request of the Maker, in her presence and in the presence of each of us as witnesses.

Signed:

Name:

McKenzie Joner (Witness)
McKenzie Joner

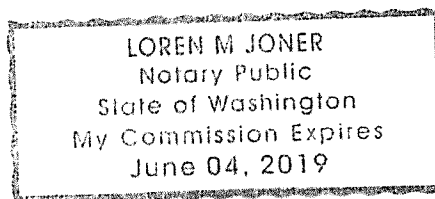
Signed:

Name:

Jodine Dixon (Witness)
Jodine Dixon

SWORN TO AND SUBSCRIBED before me, this the 10th day of April, 2018.

Loren Joner
Loren Joner, Notary Public
MY COMMISSION EXPIRES June 4, 2019



**Codicil to Last Will and Testament
of
EILEEN A. ROYSTER**

I, EILEEN A. ROYSTER, of Clark County, Washington, declare this as a Codicil to my Will from June, 2010. This Codicil amends or supplements my Will only as provided herein. Except as amended or supplemented, my Will shall remain in full force and effect.

Amendment 1

Amend Article 5.7 to replace "Oregon law" with "Washington law."

Signature


I, EILEEN A. ROYSTER, having signed this Codicil in the presence of McKenzie Joner and Jodine Dixon who attested it at my request on this the 10th day of April, 2018 at Clark County, Washington declare this to be a Codicil to my Last Will and Testament.

Signature: 
EILEEN A. ROYSTER

Witnesses

The above and foregoing Codicil to the Last Will and Testament of EILEEN A. ROYSTER was declared by her in our view and presence to be her Codicil and was signed and subscribed by her in our view and presence and at her request and in the view and presence of each other. We, the undersigned, witnessed and attested the due execution of the Codicil of EILEEN A. ROYSTER on this the 10th day of April, 2018 and, further, that to the best of our knowledge she is 18 years of age or older, of sound mind, and under no constraint or undue influence and that we, as witnesses, are not interested or an heir of the estate of EILEEN A. ROYSTER.

Signed: 
Name: McKenzie Joner

Signed: 
Name: Jodine Dixon

EAR CODICIL TO WILL - 1

Exhibit A Page 0-000000011

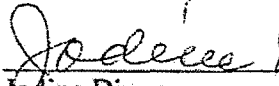
STATE OF WASHINGTON

COUNTY OF CLARK

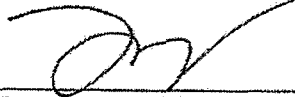
PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, McKenzie Joner and Jodine Dixon who, being by me first duly sworn, make oath to the following:

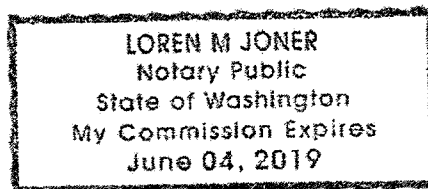
1. The undersigned were subscribing witnesses to that certain instrument of writing dated the 10th day of April, 2018, which is a Codicil to the Last Will and Testament of EILEEN A. ROYSTER, the "Maker."
2. That the Maker signed, published and declared said instrument as a Codicil to the Last Will and Testament of EILEEN A. ROYSTER on the 10th day of April, 2018, the date of said instrument, in the presence of us two (2) as subscribing witnesses.
3. The Maker was then and there of sound and disposing mind, memory and understanding and was over eighteen (18) years of age.
4. The undersigned as competent adults, subscribed and attested said instrument as a witness to the signature, publication and declaration thereof by the Maker, at the special instance and request of the Maker, in her presence and in the presence of each of us as witnesses.

Signed:  (Witness)
Name: McKenzie Joner

Signed:  (Witness)
Name: Jodine Dixon

SWORN TO AND SUBSCRIBED before me, this the 10th day of April, 2018.


Loren Joner, Notary Public
MY COMMISSION EXPIRES June 4, 2019



EAR CODICIL TO WILL - 2

Exhibit A Page 0-000000012

E-FILED

02-03-2022, 11:29

Scott G. Weber, Clerk
Clark County

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

JEFFREY R. RADLIFF, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
EILEEN A. ROYSTER,

Petitioner,

v.

PAUL SCHMIDT, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
HERBERT JOHN ROYSTER, JR.; KARIM
FANG, an individual; YASMINE FARAG,
an individual; MARY WENTZ, an
individual; TONI HAMERQUEST, an
individual; CAROL BERG, an individual;
CHURCH OF THE NAZARENE;
CHARLES AND LUANNE SUPER,
individuals; CONNIE WALLACE, an
individual; JOHN AND JUDY SWENS,
individuals; SANDY NEWTON, an
individual; KRIS KURAHARA, an
individual; SUZI DESILVA, an individual;
BETTY AND DARREL JOHNSON,
individuals; CATHY ERLAND, an
individual; TOM EDWARDS, an individual;
EDWARD ERLAND, an individual; BRITT
AND NOAH RICCI, individuals; DAILY
WORD/GUIDEPOST; HUONG XUAN
NGUYEN, an individual; AUDREY
VEDAA, an individual; JEANNIE
BENJAMIN, an individual; PAUL
SCHMIDT, an individual; LARRY AND
DENISE YADON, individuals; MADELINE

Case No. 20-4-00286-06

**SECOND AMENDED¹ TEDRA
PETITION FOR A
DETERMINATION OF RIGHTS
UNDER CHAPTER 11.96A**

Judge: Nancy N. Retsinas, Dept. 1

¹ Amended to include exhibits.

SECOND AMENDED TEDRA PETITION FOR A
DETERMINATION OF RIGHTS UNDER CHAPTER 11.96A - 1
RADJ04-000001 - #5721963v1



LANDERHOLM
805 Broadway Street, Suite 1000
PO Box 1086
Vancouver, WA 98666
T: 360-696-3312 • F: 360-4

0-000000061

MIKAYLA ERICKSON, an individual; USS
EARNEST G. SMALL ASSN.; MARY
MARTHA ZEHAN, an individual; DANA
BENJAMIN, an individual; SHRINERS
HOSPITAL FOR CHILDREN; OREGON
STATE POLICE OFFICERS ASSN.;
DAUGHTERS OF THE AMERICAN
REVOLUTION; HOOD RIVER VALLEY
CHRISTIAN CHURCH; JOY IN
NICARAGUA; CAROL BUTLER, an
individual; CHARLES JAMES AND
PATRICIA HOLLAND, individuals,

Respondents.

Jeffrey R. Radliff, by and through his attorneys of record, respectfully presents the following petition for a determination of rights. Specifically, Mr. Radliff seeks a determination that the survivorship provision in Eileen A. Royster's will conflicts with the survivorship provision in the Community Property Agreement between Eileen A. Royster and Herbert Royster, presenting a patent ambiguity; determining that the survivorship provision in the Will of Eileen A. Royster controls; and, determining that Herbert Royster did not survive Eileen A. Royster for a period of time sufficient to inherit her property, such that Mrs. Royster's property should pass pursuant to her will as if Herbert Royster had predeceased her.

This petition is brought pursuant to the Trust and Estates Dispute Resolution Act ("TEDRA"), RCW 11.96A.

PARTIES

1. Petitioner Jeffrey R. Radliff is the surviving son of Eileen A. Royster. Mrs. Royster died testate on July 15, 2019, while a resident of Clark County, Washington. Copies of Mrs. Royster's last Will dated June 28, 2010, and Codicil dated April 10, 2018, (collectively "Eileen's Will") along with the affidavit of attesting witnesses are presented to the Court herewith as Exhibit A.

SECOND AMENDED TEDRA PETITION FOR A
DETERMINATION OF RIGHTS UNDER CHAPTER 11.96A - 2
RADJ04-000001 - #5721963v1

 **LANDERHOLM**
805 Broadway Street, Suite 1000
PO Box 1086
Vancouver, WA 98666
T: 360-696-3312 • F: 360-

0-000000062

1 2. At the time of her death, Mrs. Royster was married to Herbert John
2 Royster, Jr. Mr. and Mrs. Royster had a Community Property Agreement dated April
3 10, 2018, a copy of which is attached hereto as Exhibit B. Mr. Royster passed away on
4 September 28, 2019, while a resident of Clark County, Washington.

5 3. In November 2019, Paul Schmidt petitioned the court to admit the last
6 will of Mr. Royster to probate, initiating Clark County Probate Case No. 19-4-01623-
7 06. Mr. Schmidt was appointed as personal representative of Mr. Royster's estate.

8 4. As set forth in a November 15, 2019 notice sent on behalf of the
9 Personal Representative of the Estate of Herbert John Royster, Jr., the following parties
10 are heirs and/or devisees of Mr. Royster's estate and are therefore named as
11 Respondents in this action:

- 12 a. YASMINE FARAG;
- 13 b. MARY WENTZ;
- 14 c. TONI HAMERQUEST;
- 15 d. CAROL BERG;
- 16 e. CHURCH OF THE NAZARENE;
- 17 f. CHARLES AND LUANNE SUPER;
- 18 g. CONNIE WALLACE;
- 19 h. JOHN AND JUDY SWENS;
- 20 i. SANDY NEWTON;
- 21 j. KRIS KURAHARA;
- 22 k. SUZI DESILVA;
- 23 l. BETTY AND DARREL JOHNSON;
- 24 m. CATHY ERLAND;
- 25 n. TOM EDWARDS;
- 26 o. EDWARD ERLAND;

- 1 p. BRITT AND NOAH RICC;
2 q. DAILY WORD/GUIDEPOST;
3 r. HUONG XUAN NGUYEN;
4 s. AUDREY VEDAA;
5 t. JEANNIE BENJAMIN;
6 u. PAUL SCHMIDT;
7 v. LARRY AND DENISE YADON;
8 w. MADELINE MIKAYLA ERICKSON;
9 x. USS EARNEST G. SMALL ASSN.;
10 y. MARY MARTHA ZEHAN;
11 z. DANA BENJAMIN;
12 aa. SHRINERS HOSPITAL FOR CHILDREN;
13 bb. OREGON STATE POLICE OFFICERS ASSN.;
14 cc. DAUGHTERS OF THE AMERICAN REVOLUTION;
15 dd. HOOD RIVER VALLEY CHRISTIAN CHURCH;
16 ee. JOY IN NICARAGUA;
17 ff. CAROL BUTLER;
18 gg. CHARLES JAMES AND PATRICIA HOLLAND.

19 JURISDICTION AND VENUE

20 5. At the time of their deaths, the Roysters were both residents of Clark
21 County, Washington, and left property in this state subject to probate and the
22 jurisdiction of this Court. Mr. Schmidt chose this court to probate Mr. Royster's estate.

23 FACTS

24 6. As stated above, Mrs. Royster passed away on July 15, 2019. Mr.
25 Royster passed away on September 28, 2019, 75 days after Mrs. Royster. Eileen's Will
26 includes a four-month survivorship requirement (Eileen's Will § 5.1).

SECOND AMENDED TEDRA PETITION FOR A
DETERMINATION OF RIGHTS UNDER CHAPTER 11.96A - 4
RADJ04-000001 - #5721963v1

 LANDERHOLM
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0-000000064

7. Mr. and Mrs. Royster executed a Community Property Agreement on April 10, 2018. The Community Property Agreement includes a 30-day survivorship requirement (Community Property Agreement § 8).

8. On the same day the Community Property Agreement was executed, April 10, 2018, Mrs. Royster also executed a Codicil to her will changing the governing law from Oregon to Washington, but otherwise, restating all of the terms of her will, including the four-month survivorship provision.

9. The conflict in the survivorship provisions in the Community Property Agreement and Eileen's Will impacts the distribution of all of Mrs. Royster's property. If the 30-day provision of the Community Property Agreement controls, all of Mrs. Royster's property passed to Mr. Royster prior to his death. If the 4-month provision of Eileen's Will (as restated by the Codicil) controls, Mr. Royster did not meet the survivorship requirement, and all of Mrs. Royster's property would pass according to Eileen's Will.

10. Heirs and Distributees under Eileen's Will. The heirs of Mrs. Royster and the distributees under Eileen's Will whose names, addresses, ages and relationships are known to Petitioner are listed as follows:

Name and Address	Relationship	Age
Herbert J. Royster, Jr. 754 West S St. Washougal, WA 98671	Spouse	Deceased
Jeffrey R. Radliff P.O. Box 957 Vail, AZ 85641	Son	Adult

ATTORNEY FEE REQUEST

11. Petitioner is entitled to his attorney fees and costs in this action pursuant to RCW 11.96A.150.

SECOND AMENDED TEDRA PETITION FOR A
DETERMINATION OF RIGHTS UNDER CHAPTER 11.96A - 5
RADJ04-000001 - #5721963v1

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Appendix Page 22

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1 WHEREFORE, the Petitioner, Jeffrey R. Radliff, respectfully requests that this
2 Court:

- 3 (a) Enter an Order allowing petitioner to conduct discovery pursuant
4 to the Civil Rules for Superior Court.
- 5 (b) Enter findings, conclusions, and a Judgment determining that:
- 6 a. The survivorship provision in Eileen A. Royster's will
7 conflicts with the survivorship provision in the Community
8 Property Agreement between Eileen A. Royster and Herbert
9 Royster, presenting a patent ambiguity;
- 10 b. The survivorship provision in the Will of Eileen A. Royster
11 controls over that of the Community Property Agreement;
- 12 c. Herbert Royster did not survive Eileen A. Royster for a
13 period of time sufficient to inherit her property; and
- 14 d. The property of Eileen A. Royster should pass according to
15 her will as if Herbert Royster had predeceased Eileen A.
16 Royster.
- 17 (c) For a Judgment against the Estate of Herbert John Royster, Jr.,
18 for petitioner's attorney fees and costs.

19 For such other relief and such other orders as the court deems just and equitable.

20 DATED this 3rd day of February, 2022.

21 LANDERHOLM, P.S.
22 /s/ Phillip Habberthur
23 PHILLIP J. HABERTHUR, WSBA #38038
24 NICHOLAS F. CODY, WSBA #55571
25 805 Broadway Street, Suite 1000
26 P.O. Box 1086
 Vancouver, WA 98666-1086
 P: (360) 696-3312
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 Of Attorneys for Petitioner

FILED
Court of Appeals
Division II
State of Washington
8/2/2022 10:56 AM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
 FOR THE COUNTY OF CLARK

JEFFREY R. RADLIFFE, Personal)	
Representative of the Estate)	
of Eileen A. Royster,)	
)	
Petitioner,)	COA No. 57037-8-II
)	
v.)	No. 20-4-00286-06
)	
PAUL SCHMIDT, Personal)	
Representative of the Estate of)	
Herbert John Royster, Jr., et al.))	
)	
Respondents.)	

HEARING

TAKEN BEFORE: THE HONORABLE NANCY RESTINAS

DATE TAKEN: April 20, 2022

PLACE: Clark County Superior Court
 Vancouver, Washington

Transcribed by: Teresa L. Rider, CRR, RPR, CCR

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APPEARANCES

FOR PETITIONER: Mr. Nicholas F. Cody

FOR RESPONDENTS: Mr. Charles A. Isely

ZOOM PARTICIPANTS:

COURT RULING: Page 5

1 P-R-O-C-E-E-D-I-N-G-S

2 THE COURT: Good morning. It's a little bit
3 before 11:30, but I want to get my computer (inaudibles)
4 here. I believe there is at least one person who has
5 joined us on the Zoom, so I want to get (inaudibles) --

6 MR. CODY: I believe the parties are trying to
7 join by Zoom. I think the information that the judicial
8 assistant circulated was dated for the 14th, which was
9 supposed to be last week's hearing. And I don't know if
10 it's with the (inaudible) was aware.

11 THE COURT: So I'm not sure what she did, but
12 we did see somebody trying to hook on.

13 MR. CODY: Okay.

14 THE COURT: So we'll confirm and if there's a
15 disconnect, we'll solve that. I want to make sure
16 that --

17 MR. CODY: Okay.

18 THE COURT: -- whoever we expect to be online
19 will be there.

20 (Waiting for Zoom conferees.)

21 THE COURT: Okay. Craig and Connie, are those
22 your clients?

23 MR. CODY: No, Your Honor.

24 THE COURT: Okay. All right.

25 MR. CODY: It'll likely be Tara.

1 THE COURT: Okay. So the link -- I think she
2 set another link today.

3 MR. CODY: Yeah, but if you click into it, the
4 invite was for the 14th.

5 THE COURT: Okay.

6 MR. CODY: Which was for last week's.

7 THE COURT: All right. So I'm not sure it's
8 all that concerning.

9 MR. CODY: Sure.

10 THE COURT: Do you want to quickly check in
11 with your clients?

12 MR. CODY: Yeah, I would do that. Thank you.

13 THE COURT: Okay.

14 (Pause in proceedings.)

15 THE CLERK: So I sent a brand new one this
16 morning, so that would have been the one he would have
17 (inaudible).

18 THE COURT: Yeah. So he would have a new link.
19 We'll go forward --

20 THE CLERK: Uh-huh.

21 THE COURT: -- for today. That's what it looks
22 like.

23 THE CLERK: Yeah.

24 THE COURT: Yes.

25 THE CLERK: Yes.

1 (Pause in proceedings.)

2 THE COURT: All right. I'll step off for just
3 a minute to get some water. I'll be right back. Thanks
4 for standing.

5 (Recess taken.)

6 THE COURT: All right. So we're here on April
7 20th around 11:30 in the morning on Cause No.
8 20-4-00286-06, Jeffrey Radliffe, in his capacity as
9 personal representative of the Estate of Eileen Royster,
10 petitioner, versus Paul Schmidt as personal
11 representative of the Estate of Herbert John Royster and
12 a number of other respondents.

13 And we're here really for the Court to give
14 guidance, a ruling with regard to a hearing that was
15 held a number of weeks ago. I appreciate Counsels'
16 flexibility with timing. Last week just got a little
17 bit jammed up for me with an ex parte and everything
18 else and so I wanted to be able to give us the time we
19 needed in case there were any conversations.

20 So fundamentally, I want to get a sense of
21 where -- where Counsel is wanting to go with this based
22 on initial ruling. I do believe there's an ambiguity to
23 be resolved. There was a suggestion at the time of the
24 hearing that that could be the extent of the guidance
25 from the Court and there may be a desire to do

1 mediation. At least I think it was Mr. Cody who had
2 indicated that.

3 Before I move forward, I want to check with
4 Counsel to see if there are any further opportunities
5 for mediation based on the initial kind of threshold
6 ruling that I do find an ambiguity. If there is, then
7 we'll have that conversation. If not, I'll continue
8 with the ruling.

9 MR. CODY: Yeah, Your Honor, it's our position
10 that if Your Honor has found an ambiguity that we
11 presented the only evidence relevant to resolving the
12 testators' intent, and thus you can make both the
13 threshold ruling that there's an ambiguity and the
14 ultimate ruling of the testators' intent.

15 If Your Honor disagrees and finds that there is
16 an evidentiary weighing to be done, then I believe we
17 would support mediation. Does that answer your
18 question?

19 THE COURT: It gets better.

20 Mr. Isely, what's your perspective?

21 MR. ISELY: I'm not sure what additional
22 evidence -- I agree with Counsel. I think that we have
23 filled the record with as much as we can fill.

24 THE COURT: Uh-huh.

25 MR. CODY: I agree with that, Your Honor.

1 THE COURT: Okay. All right. And I'm
2 certainly comfortable making a ruling. And actually was
3 just this morning I was looking over things again and
4 had written a note highlighting requests for mediation
5 if there was an ambiguity and I wanted to at least
6 address that first -- first off.

7 So with regard -- just very generally on the
8 ambiguity -- one of the things that I looked at was --
9 and I looked at everything -- and then I looked again at
10 Mr. Joner's deposition. He did indicate that although
11 he doesn't have any specific recollection of these
12 particular clients coming in, he didn't take any
13 particular notes so there is a -- although he has great
14 credibility with this Court, there is a weight issue
15 with regard to his testimony given that he didn't have
16 an independent recollection nor did he have any notes.

17 I remember being a practitioner being very
18 careful with making notes, especially in cases like
19 this. That said, he did indicate in his deposition that
20 one of the reasons they created the codicils was so that
21 Washington probate law would apply, which as we know, is
22 a very distinct reason from Washington community
23 property agreements that apply. We don't have any
24 direct evidence with regard to whether the conversation
25 took place as to the difference between a four-month

1 provision in the will and the 30-day provision in the
2 CPA. I believe that creates an ambiguity on its face.

3 So that's -- there's quite a number of other
4 items of evidence, but that's really where it pins for
5 me in terms of the direction I was going or I am going
6 with this. Very complex. Well, we have Ping-Pong.
7 These are the kind of cases where there's a Ping-Pong.
8 If you go one direction, then it goes the other way. So
9 you can go either -- just depends on the direction of
10 the ambiguity, whether ambiguity exists.

11 So in looking at that, I do find there's an
12 ambiguity. I do find that the will controls, the will
13 of Eileen Royster does control; that Herbert did not
14 survive Eileen for a period of time sufficient to
15 inherit under Eileen's will.

16 Mr. Swindell's declaration does not need to be
17 stricken. He's not a necessary witness I don't find
18 under this. There are portions of the declaration where
19 he provides a legal conclusion. I'm comfortable
20 striking those or not. I disagree with the legal
21 conclusion. So I would leave it to Counsel if they need
22 to make some findings to bring that to me again if there
23 is -- that is a hinge finding that needs to be made, but
24 I didn't certainly -- certainly it's credible, but I
25 didn't give it a lot of weight given that it was just a

1 legal conclusion. And although he is not the attorney
2 of record in this matter, he does have -- his client is
3 the respondent in this matter, so there is a sense of an
4 interest.

5 The transcript of petitioner is not stricken
6 from the record. I paid particular attention to the
7 April 12, 2018, email from Bert to Mr. Radcliffe where he
8 indicated the intent for -- his parents' intent. I know
9 he used the phrase survivor community property
10 agreement. That doesn't tell me whether the
11 conversation about the difference between the two
12 survivorship provisions was discussed and intended to
13 be -- and the parties' intent for the CPA to override
14 the wills' provision. Doesn't give me enough
15 information with regard to that.

16 The declaration -- actually the statements of
17 Constance Wallace and Dana Benjamin, none of them --
18 actually, one of Dana's statements is unsworn. That
19 unsworn one will be stricken from the record. Constance
20 Wallace's unsworn statement will also be stricken from
21 the record. With regard to the sworn statement of Dana
22 Benjamin, those portions that would reflect his comments
23 as an interested party and a potential beneficiary of
24 Bert's will, I guess I would -- I gave it a little
25 weight given the interests there, so I would strike

1 those provisions anyway and just -- you know, I gave it
2 a little weight, but I would also strike them as being
3 parties of interest.

4 I read through Mr. Isely's 22-page order. My
5 findings differ from that in large respect and I'm
6 hoping we don't need to parse through findings. I don't
7 know how Counsel wants to proceed in terms of an order.

8 MR. ISELY: I would suggest that Mr. Cody take
9 a stab at a revised order. And I'm happy to work with
10 Counsel and present that in chambers.

11 THE COURT: Uh-huh.

12 MR. ISELY: And if we can't resolve it, then we
13 can cite it on the docket.

14 THE COURT: Okay.

15 MR. CODY: I think that would be appropriate.

16 Has Your Honor had a chance to review the
17 petitioner's proposed order? I believe it summarizes --
18 it's sort of a check box format and (inaudibles) --

19 THE COURT: I did. I did review that and it
20 certainly addresses the ruling. I think Mr. Isely is
21 hoping for some more substantive finding and I certainly
22 wouldn't prohibit that. So I don't -- I just don't
23 think we can do that now. I actually did look at both
24 orders. I've looked at Mr. Isely's order and after
25 getting kind of through it decided the smartest thing

1 was to let the lawyers manage the findings given --
2 given my ruling here.

3 MR. CODY: Certainly.

4 THE COURT: Because it was going to be a little
5 confusing to try to work live.

6 MR. CODY: Understood, yeah. I think we can
7 work together on that.

8 MR. ISELY: Yeah.

9 THE COURT: Mr. Isely?

10 MR. ISELY: Attorney's fees, Your Honor?

11 THE COURT: I think the parties both wanted to
12 reserve for future argument. Did I get that wrong?
13 That's the note that I made.

14 MR. ISELY: That's fine by me, Your Honor.

15 MR. CODY: It's fine by us, Your Honor.

16 THE COURT: Yes. Yeah, I don't -- I certainly
17 didn't focus on that. I don't recall a specific fee
18 request, but it may -- in the file other than a
19 generalized fee request based on the petitioner's
20 response, but I didn't see a cost bill or a specific
21 request.

22 MR. CODY: We have not submitted one, Your
23 Honor.

24 MR. ISELY: That's correct, yes.

25 THE COURT: Okay. So it's good that I actually

1 remembered that correctly.

2 All right. Anything further?

3 MR. ISELY: Nothing from respondent, Your
4 Honor.

5 MR. CODY: I don't believe so. I think that
6 resolves --

7 THE COURT: All right.

8 MR. CODY: -- all the outstanding issues.

9 THE COURT: All right. Thank you. Then that
10 concludes the hearing.

11 MR. ISELY: Thank you, Your Honor.

12 MR. CODY: Thank you for your time.

13 THE COURT: All right. Thank you.

14 (HEARING CONCLUDED.)

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CERTIFICATE

I, the undersigned, Teresa Rider, a Certified Court Reporter, do hereby certify that all oral proceedings occurring on the DVD were taken down by me in stenotype to the best of my ability and thereafter reduced to typewriting by computer under my direction, and that the foregoing transcript, pages 3 through 13, constitutes a full, true and accurate transcript of said DVD.

IN WITNESS THEREOF, I have hereunto set my hand and Court Reporter seal this 30th day of July 2022.

Teresa L. Rider

Teresa L. Rider, CCR
CCR No. 2119
Expires 12-03-22

August 02, 2022 - 10:56 AM

Transmittal Information

Filed with Court: Court of Appeals Division II
Appellate Court Case Number: 57037-8
Appellate Court Case Title: Jeffrey R. Radliff, Respondent v. Paul Schmidt, P.R. of Estate of Royster, Appellant
Superior Court Case Number: 20-4-00286-1

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF CLARK

9 JEFFREY R. RADLIFF,

10 Petitioner,

Case No. 20-4-00286-06

11 v.

12 PAUL SCHMIDT, Personal Representative
13 of the Estate of Herbert John Royster, Jr., *et*
14 *al.*

**ORDER ON SECOND AMENDED
TEDRA PETITION AND MOTIONS
TO STRIKE**

15 This matter came before the Court during the March 11, 2022 hearing on
16 Petitioner Jeffrey R. Radliff's Second Amended TEDRA Petition for a Determination of
17 Rights Under Chapter 11.96A (the "Petition"). Specifically, and as set forth in greater
18 detail below, the Court considered:

- 19 • The Petition;
- 20 *n* • Respondent's Answer to the *second amended* Petition (the "Answer");
- 21 • The Declaration of Scott Swindell, Esq. in Support of Respondent's
- 22 Answer;
- 23 • The Amended Declaration of Charles in Support of Respondent's Answer,
- 24 as well as the exhibits thereto;
- 25 • Petitioner's Reply in Support of the Petition;
- 26

ORDER ON SECOND
AMENDED TEDRA PETITION AND MOTIONS TO STRIKE - 1
RADJ04-000001 - #5779315v1

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43

- 1 • The Declaration of Nicholas F. Cody in Support of Petitioner's Reply in
2 Support of the Petition, as well as the exhibits thereto;
3 • The Declaration of Jeanne Benjamin;
4 *n* • *Respondent Schmidt's* ~~Petitioner's~~ Supplemental Brief Regarding Washington's Deadman's
5 Statute;
6 • The March 2, 2022 submission of Dana Benjamin;
7 • The March 2, 2022 submission of Constance Wallace;
8 • The Declaration of Dana Benjamin.

9 In his reply in support of the Petition, Radliff moved to strike the Declaration of
10 Scott Swindell, Esq., filed in support of Respondent Paul Schmidt's opposition to the
11 Petition. Additionally, during the hearing, Schmidt orally moved to strike the transcript
12 of Radliff's deposition, filed as Exhibit B to the Declaration of Nicholas Cody, under
13 RCW 5.60.030 (the "deadman's statute"). Finally, the parties jointly moved to strike any
14 portion of the submissions of Constance Wallace or Dana Benjamin which violated the
15 deadman's statute, and Radliff moved to strike the Declaration of Dana Benjamin as
16 untimely filed under RCW 11.96A.100(5).

17 The Court having heard argument on the parties' motions, and having reviewed
18 the papers in the Court's file and the relevant legal authorities, is fully informed.
19 Accordingly, for the reasons stated herein and on the record during the April 20, 2022
20 hearing in this matter, it is hereby **ORDERED, ADJUDGED, and DECREED:**

21 I. The Petition is hereby **GRANTED**.

22 1. The Court hereby **FINDS:**

- 23 ■ The survivorship provision in the Last Will and Testament of
24 Eileen A. Royster ("Eileen's Will") conflicts with the
25 survivorship provision in the Community Property Agreement
26 (the "CPA") between Eileen and Herbert Royster, resulting in a

1 patent ambiguity.

- 2 ■ Construing Eileen's Will together with the CPA, and considering
3 the extrinsic evidence offered in connection of the Petition, it is
4 clear Eileen intended the survivorship provision in Eileen's Will
5 to control over the survivorship provision of the CPA.
6 ■ Herbert did not survive Eileen for a period of time sufficient to
7 inherit under the terms of Eileen's Will.

8 2. Accordingly, the Court hereby **ORDERS**:

- 9 ■ The property of Eileen's estate should pass according to Eileen's
10 Will as if Herbert had predeceased Eileen.

11 3. The Court **RESERVES RULING** on whether Petitioner is entitled
12 to recover his reasonable attorney fees and litigation related-costs.

13 II. Petitioner's motion to strike the Declaration of Scott Swindell, Esq. is
14 **DENIED**. The Court has considered the testimony in Mr. Swindell's Declaration in
15 making its ruling on the Petition.

16 III. Respondent's motion to strike the transcript of Petitioner's deposition is
17 **DENIED**. The Court has considered the Exhibits to Petitioner's deposition in making its
18 ruling on the Petition.

19 IV. The parties' motions to strike the unsworn filings of Constance Wallace
20 and Dana Benjamin are **GRANTED**. The Court has not considered either filing in making
21 its ruling on the Petition.

22 V. The parties' oral motions to strike ~~the including~~ the Declaration of Dana
23 Benjamin under the deadman's statute are **DENIED**. *granted in part &*
24 *the portions implicating the deadman's statute are struck*
25 testimony in Mr. Benjamin's Declaration in making its ruling on the Petition. Petitioner's
26 oral motion to strike the Declaration of Dana Benjamin as untimely filed under RCW
11.96A.100(5) is **DENIED**.

1 VI. The Court incorporates its oral ruling issued on April 20, 2022 into this
2 Order.

3 Dated this 16th day of May, 2022.

4 Nancy Retornas
5 Judge of the Superior Court

6 Presented by:

7 /s/ Phillip J. Haberthur

8 Phillip J. Haberthur, WSBA #38038

9 Nicholas F. Cody, WSBA #55571

805 Broadway Street, Suite 1000

P.O. Box 1086

Vancouver, WA 98666-1086

P: (360) 696-3312

Attorneys for Petitioner Jeffrey R. Radliff

13
14 Approved as to form and
15

16 Charles A. Isg

17 Charles A. Isg, WSBA #34130
18 Atty for Pet Schmidt, P.R.

STEVEN TURNER LAW PLLC

November 14, 2022 - 3:59 PM

Transmittal Information

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Appellate Court Case Number: 57037-8
Appellate Court Case Title: Jeffrey R. Radliff, Respondent v. Paul Schmidt, P.R. of Estate of Royster, Appellant
Superior Court Case Number: 20-4-00286-1

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